

RAFFAELLI, SPEES, SPRINGER & SMITH

A PARTNERSHIP INCLUDING A NONLAWYER

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AGREEMENT

This Agreement is made on the 15th day of February, 1995 between the Embassy of the Government of India in Washington, D.C. (hereafter referred to as "the Embassy") and the law firm of Raffaelli, Spees, Springer & Smith (hereafter referred to as "the Firm").

The parties have agreed as follows:

1. The maintenance and continued growth of understanding and cooperation between India and the United States largely is dependent upon the projection of a fair and accurate image of India's vast economic resources, increasing business opportunities for American firms, excellent tourist attractions and dynamic modern social structure. In that regard, it is important that key decisionmakers and opinionmakers in the United States be properly informed about India's important economic achievements and future business potential.
2. The ability of key decisionmakers and opinionmakers in the United States to properly appreciate India's economic achievements also requires these decisionmakers and opinionmakers have a detailed, correct and balanced understanding of various political issues in India today, including human rights matters, nuclear nonproliferation matters and the current state of affairs in various regions of India.
3. To fulfill these important objectives the Firm shall conduct meetings with the Members and staff of the United States Senate and House of Representatives, as well as officials in the Executive Branch of the United States Government and relevant federal independent regulatory agencies.
4. The Firm shall advise and assist the Embassy in dealing with legislation pending in the Congress and proposed agency or Executive Branch activities which could have an adverse impact on the economic, political or diplomatic relationships between India and the United States.
5. The Firm also shall assist the Embassy in promoting greater appreciation and recognition in the United States of India's emerging role as a friend and economic partner of the United States. In that regard, the Firm shall assist the Embassy in encouraging United States businesses to make foreign investments in India.

6. The Firm shall provide written reports to relevant officials in the Embassy of India in Washington on a biweekly basis and meet with relevant Embassy officials on a regular basis to discuss the Firm's activities on behalf of the Embassy.
7. The Firm shall employ the public relations firm of Daniel J. Edelman, Inc. to develop and implement a public relations program. This public relations program shall be directed at key media elites, business leaders and policymakers in the United States. Edelman also shall, through its public relations program, work to encourage increased investment in India by United States business interests.
8. As compensation for these services, the Firm shall receive a fee from the Embassy totalling \$690,000 for a period of twelve months. This fee shall be paid in monthly installments of \$57,500 per month and shall include all expenses. This fee also shall include all of the public relations services of Edelman. This fee also shall include the costs of visits by representatives of the firm to India and will include at least two visits to India. The first month's fee shall be due and payable immediately upon the Embassy's acceptance of this agreement by signing this agreement.
9. This agreement shall take effect February 15th, 1995 and shall continue through February 14th, 1996. Six months after the agreement has commenced the firm and Edelman must submit to a critique by the Embassy of India of the performance of the Firm and Edelman during the six month period. The contract, however, shall remain in force for one year. One month prior to the end of the contract the Embassy shall review the performance of the Firm and shall decide whether to continue the relationship with the Firm or to terminate the relationship with the Firm. Such termination shall be by written notice to the Firm by the Deputy Chief of Mission of the Embassy. In the event that the Embassy does not send a notice of termination before February 14th, 1996, this contract shall be extended on a month-to-month basis for up to three additional months. The Embassy agrees to pay any fees which may accrue during this period up to the termination of the contract on a pro-rata basis, subject to the same terms and conditions of payment as are agreed during the past year.
10. The Firm shall carry out all of its activities within the framework of this agreement under the direction and supervision of the Embassy. The Embassy agrees to coordinate with the Firm the activities of any other lobbying or public relations companies the Embassy has retained or may choose to retain during the term of this agreement.
11. The Firm shall safeguard and protect as confidential any political, military, economic or other sensitive information provided the Firm in confidence by the Embassy and shall return any such information upon request by the Embassy and shall not retain a copy of any such information in any form. However, any written correspondence our Firm sends to the Congress must be filed with the Department of Justice and a copy of that correspondence will be kept with the Firm.

12. The Firm affirms that it does not represent any client whose interests are in conflict with or hostile to the interests or concerns of the Government of India. The Firm shall always remain cognizant of the interests and concerns of its client and shall not undertake any representation of any client whose interests may be hostile to or in conflict with the Embassy without prior consultations with relevant officials of the Embassy. If the Firm fails to honor its obligations in this regard, this Agreement is subject to termination at the discretion of the Embassy. No notice period will be required for termination and payment will be made on a pro rata basis only up to the date on which the letter terminating the contract on the above ground is issued by the Embassy. Further, in case of any breach of Agreement by the Firm, the Embassy shall also be entitled to suitable compensation or other legal remedies including the right to restrain the Firm from rendering continued assistance to and representing its other clients whose interests are in conflict with or hostile to the interests or concerns of the Government of India.

13. Any difference arising from this Agreement shall be resolved through mutual consultations between the Parties subject to the laws of the United States of America which shall govern any interpretation or application of the Agreement.

IN WITNESS THEREOF:

EMBASSY OF THE GOVERNMENT OF INDIA

By K. Sibal
Kanwal Sibal
Deputy Chief of Mission

Date Feb 15, 1995

RAFFAELLI, SPEES, SPRINGER & SMITH

By [Signature]
Date Feb 15, 1995